

## REMARKS

In an Office Action mailed September 24, 2007, claims 1, 6, 21, 26 and 27 were rejected under 35 U.S.C. §102(e) as being unpatentable over Sheth et al. (U.S. Patent No. 6,311,194; hereinafter “Sheth”) and claims 2, 7-20, 25, 26 and 28-33 were rejected under 35 U.S.C. §103(a) as being unpatentable over Sheth in view of Slaughter et al. (U.S. Patent No. 6,970,869; hereinafter “Slaughter”). Applicants respectfully traverse and request reconsideration.

As an initial matter, Applicants note that claims 1, 2, 6, 8, 15, 21-24, 26, 27 and 30-33 have been canceled above. Therefore, no further discussion concerning claims 1, 2, 6, 8, 15, 21-24, 26, 27 and 30-33 will be presented.

For ease of presentation, where possible, the rejections of the claims are treated serially below according to claim numbering.

Claim 7 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Sheth in view of Slaughter. Regarding claim 7, Applicants first note that the limitation of the claims from which claim 7 previously depended (claim 1) have been incorporated into claim 7 by amendment. It is alleged that the combination of Sheth in view of Slaughter teaches the receipt of feedback data from a user of the enhanced data and the modification of the enhanced data to include the feedback data. More particularly, it is alleged that Slaughter teaches this limitation at col. 87, lines 49-53. The cited portion of Slaughter teaches the provision of services within a domain that allow a user to provide feedback concerning, for example, a movie they are currently watching. However, Slaughter is silent with regard to the inclusion of such feedback data in the enhanced data that gave rise to the feedback data in the first instance. For this reason, the combination of Sheth in view of Slaughter fails to teach every limitation of claim 7 and

therefore fails to establish prima facie obviousness of claim 7, which claim is therefore in suitable condition for allowance.

Claims 9-15 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Sheth in view of Slaughter. Regarding claim 9, Applicants reiterate the arguments made in their previous Response to the Office Action mailed July 18, 2006 concerning the teachings of the Slaughter reference, which arguments do not appear to have been taken into consideration by the instant Office Action. Although Applicants' arguments from their Response to the Office Action mailed July 18, 2006 were in response to the combination of the Schaffer reference in view of the Alexander and Slaughter references, it is noted that the same teachings of Slaughter (regarding use of a "proxy"; see col. 27, lines 20-21, col. 74, lines 1-7 and 15-19) have been relied upon in the instant Office Action. Thus, Applicants' previous arguments regarding the Slaughter reference apply equally to the instant rejection. For clarity, Applicants' prior arguments are restated in light of current rejection (i.e., Sheth in view of Slaughter) herein below.

Claim 9 recites receiving a request for enhanced data "corresponding to an entity", where a digital identity "acting as a proxy for the entity" is used to compare the requestor's identification to access rights for the enhanced data. In common usage, and as used in the instant application, a proxy is "the agency, function or power . . . to act as the deputy or substitute for another." (Random House Webster's College Dictionary, 1995.) Thus, as presently claimed, the digital identity acts *on behalf of the entity having the enhanced data, not the requestor*.

As implicitly noted in the Office Action, Sheth does not teach "a digital identity acting as a proxy for the entity." To this end, various portions of Slaughter that refer to a "proxy" have been cited as teaching this limitation. In particular, col. 27, lines 20-21 of Slaughter do indeed refer to a "proxy servlet (agent) 402." However, it is clear from the context of the cited portion

(col. 27, lines 17-25) that the “proxy” referred to is acting for the benefit of the *requesting entity*, i.e., in Slaughter’s parlance, the “client” or “browser 400” seeking to gain information regarding a “service”. Where Slaughter’s client/browser does not implement the necessary functionality to access the information regarding the service, the “proxy” may be used on behalf of the client. To the extent that Slaughter’s “client” and “service” are respectively analogous to the claimed “requestor” and “entity” (see Slaughter’s abstract: “A service discovery protocol may allow clients in a distributed computing environment to search for services.”), Applicants respectfully submit that Slaughter fails to teach a digital identity (proxy) acting on behalf of the entity, and thus the person of skill in the art would not look to Slaughter for providing a proxy on behalf of the entity. In this same vein, the other cited portion of Slaughter (col. 74, lines 1-7 and 15-19) similarly fails to disclose a proxy acting on behalf of an entity (i.e., Slaughter’s service) to the extent that the cited portion makes clear that the proxy’s purpose is to simply act as a “bridge” between the client and the service. In this sense, Slaughter’s “proxy” does not act on behalf of the service, but, in complete contrast to the instant claim, facilitates direct communication from the client to the entity. For this reason, Applicants respectfully submit that the cited combination of Sheth in view of Slaughter fails to teach the claimed digital identity acting as a proxy for the entity and, therefore, fails to establish a *prima facie* case for obviousness. As a result, Applicants further submit that claim 9 is in suitable condition for allowance.

With respect to dependent claims 10-15, which depend from claim 9, these claims are also believed to be allowable on their merits and at least due to their dependency on independent claim 9.

For example, with regard to claim 11, it is asserted that Slaughter teaches the claimed digital identity being operated by a party other than the entity. However, the cited portions of

Slaughter (col. 38, lines 12-14, 48-52 and 63-64; col. 27, lines 20-21; col. 74, lines 1-7 and 15-19) appear to be related to the use of XML schemas to support transactions between a service and a client, and to the use of a “proxy servlet” (as noted above) operating on behalf of the client. However, the claimed digital identity, as noted above, actually *acts on behalf of the entity whose enhanced data is being requested* (i.e., Slaughter’s “service”), not the entity requesting the data (i.e., Slaughter’s “client”). Stated another way, while claim 11 recites a digital identity being operated by a party other than the party it represents, the underlying fact remains that the digital identity is still representative of the party having the enhanced data, not the party requesting the enhanced data. For this reason, the claimed digital identity operated by a third party is distinguishable from the service providers of Slaughter. Applicants respectfully submit that the cited combination of Sheth in view of Slaughter fails to teach each and every limitation of claim 11 and, therefore, fails to establish a prima facie case for obviousness.

As further example, the same arguments presented above regarding claim 11 also apply to claim 12. That is, although claim 12 recites the digital identity being operated by the party it represents, it remains true that the digital identity is representative of the party having the enhanced data, not the party requesting it. To the extent that the rejection of claim 12 recites the same portions of Slaughter regarding the use of “proxy servlets”, Applicants reiterate their arguments presented above, and respectfully submit that the combination of Sheth in view of Slaughter fails to establish prima facie obviousness of claim 12.

Further still, claim 14 recites transmitting feedback rules from the enhanced content source to the requestor. As noted above, the cited portions of Slaughter at best teach the idea that feedback may be provided. However, Slaughter is silent as to how such feedback would be provided and equally bereft with regard to the specific teaching of sending feedback rules to the

requestor, as presently claimed. For this same reason, Applicants respectfully submit that the cited combination of Sheth in view of Slaughter fails to teach each and every limitation of claim 14 and, therefore, fails to establish a prima facie case for obviousness.

Claims 16-20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Sheth in view of Slaughter. With regard to claim 16, it is asserted that Slaughter teaches the determination whether terms of at least one service are acceptable based on at least one decision parameter, citing col. 8, lines 37-39. Applicants respectfully dispute the assertion that Slaughter teaches a determination of the acceptability of service terms. In particular, the cited portion of Slaughter discloses that once a client has discovered a service, the client can request a “capability credential” that will allow the client to access at least some of the service’s capabilities. However, Slaughter’s capability credential is unrelated to any terms of the service and only relates to which capabilities of the service a client may use. For these reasons, Applicants respectfully submit that the cited combination of Sheth in view of Slaughter fails to teach each and every limitation of claim 16 and, therefore, fails to establish a prima facie case for obviousness. As a result, Applicants further submit that claim 16 is in suitable condition for allowance.

With respect to dependent claims 17-20, which depend from claim 16, these claims are also believed to be allowable on their merits and at least due to their dependency on independent claim 16.

For example, with respect to claim 18, it is asserted that Sheth in view of Slaughter teaches the claimed limitation of negotiating with the entity offering the at least one service, with particular reference to col. 8, lines 37-51 of Slaughter. In common usage, and as used in the instant application, “negotiating” is defined as “to arrange for or bring about by discussion and

settlement of terms". (Random House Webster's College Dictionary, 1995.) In contrast to this understanding, however, the cited portion of Slaughter teaches the concept of a client requesting a "capability credential" from the service it seeks to use. Depending on the specific information provided to the client regarding the service, the specific content of the capability credential is determined solely by the service and thereafter provided to the client without further processing by the client. Given this, the provision of a capability credential as taught by Slaughter is not an instance of negotiating terms of a service, as presently claimed. For this reason, Applicants respectfully submit that the cited combination of Sheth in view of Slaughter fails to teach each and every limitation of claim 18 and, therefore, fails to establish a *prima facie* case for obviousness.

Claim 25 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Sheth in view of Slaughter. Regarding claim 25, Applicants first note that the limitation of the claims from which claim 25 previously depended (claim 21) have been incorporated into claim 25 by amendment. As amended, claim 25 recites a data structure in which enhanced data (i.e., at least one discrete component of data, first contextual information and second contextual information) also includes feedback rules. The cited portion of Slaughter concerning feedback (col. 87, lines 49-53) at best teaches the idea that feedback may be provided. However, Slaughter is silent with regard to the specific teaching of a data structure in which feedback rules are included with the enhanced data. For completeness, Applicant notes that the citations in the rejection to "messaging" do not appear to be related to the recited limitations of claim 25. Thus, Sheth in view of Slaughter fails to teach every limitation of claim 25 and therefore fails to establish *prima facie* obviousness of claim 25, which claim is therefore in suitable condition for allowance.

Claim 28 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Sheth in view of Slaughter. To the extent that claim 28 includes limitations substantially identical to claim 9, Applicants respectfully submit that claim 28 is in suitable condition for allowance for at least the reasons provided above relative to claim 9.

Claim 29 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Sheth in view of Slaughter. To the extent that claim 29 includes limitations substantially identical to claim 16, Applicants respectfully submit that claim 29 is in suitable condition for allowance for at least the reasons provided above relative to claim 16.

Applicants respectfully submit that the claims are in condition for allowance and respectfully request that a timely Notice of Allowance be issued in this case. The Examiner is invited to contact the below-listed attorney if the Examiner believes that a telephone conference will advance the prosecution of this application.

Respectfully submitted,

*Christopher P. Moreno*  
By: Christopher P. Moreno  
Registration No. 38,566

Date: December 21, 2007

Vedder, Price, Kaufman & Kammholz, P.C.  
222 N. LaSalle Street  
Chicago, IL 60601  
312-609-7599  
312-609-5005 (Fax)